

**AGREEMENT**

**by and between**

**CITY OF CAMAS**

**and**

**CAMAS POLICE OFFICERS' ASSOCIATION**

**January 1, 2017 – December 31, 2020**

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**AGREEMENT BETWEEN  
CITY OF CAMAS  
And  
CAMAS POLICE OFFICERS ASSOCIATION**

THIS AGREEMENT is made and entered into this 27th day of February 2018, by and between the City of Camas, hereinafter referred to as the "Employer," and the Camas Police Officers Association, hereinafter referred to as the "Association."

**PREAMBLE**

WHEREAS, it is the purpose of this agreement to achieve and maintain a high level of performance in the operation of the Camas City government, together with promoting efficiency, productive initiative, and harmonious relations between the Employer and the Association, and to provide for the rights, well being, and security of the parties involved, and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and conditions of employment for employees of the Employer as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

**ARTICLE 1 - RECOGNITION**

The Employer agrees to recognize the Association as the sole collective bargaining agent for all regular full time, regular part time and provisional part time employees of the Police Department in the following classifications:

Police Sergeant  
Corporal  
Police Officer

**ARTICLE 2 - ASSOCIATION SECURITY**

- 2.1 The Employer agrees that all employees covered under this agreement who have been in the employment of the Employer for thirty (30) days or more, shall become and remain members of the Association in good standing.
- 2.2 The Employer further agrees that all new employees hired subsequent to the date of signing of this agreement shall, as a condition of employment, after thirty (30) days of employment, become and remain members of the Association in good standing.
- 2.3 In the event an employee member of the Association as defined in Article I of

this agreement who joins the Association fails to maintain his membership in the Association in good standing, therein by regular payment of dues, the Association will notify the Employer, in writing, of such employee's delinquency. The Employer agrees to advise the employee that his employment status with the Employer is in jeopardy, and that failure to meet his membership obligation will result in termination of employment within five (5) days.

- 2.4 The Employer will furnish the Association on a current basis notice of all permanent and permanent part time employees as defined in Article I who have been hired, rehired, transferred, laid off or terminated.
- 2.5 Nothing in the above sections will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act. Nothing in this Agreement shall deprive employees covered by this Agreement the right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.
- 2.6 The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this article.

### **ARTICLE 3 - CHECK-OFF OF DUES**

- 3.1 The Employer agrees to deduct Association dues from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the account of the Association monthly.
- 3.2 The employee shall have the freedom of option to have their dues deducted, or not to have them deducted, by signing an authorization card to that effect, copies of which shall be given to the Employer and the Association for certification purposes.
- 3.3 Authorization forms shall be signed by each employee wishing to have dues deducted.

### **ARTICLE 4 - WORK SCHEDULE**

- 4.1 The normal work day for Patrol Officers and Sergeants shall consist of the "5/4" work schedule: a work day shall consist of a ten and six-tenths (10.6) hour work

day including time for lunch. The normal Assigned work week shall be five consecutive work days followed by four days of rest, five consecutive work days followed by four days of rest and five consecutive work days followed by five days of rest. The work week shall not exceed fifty-three (53) hours except as provided below.

- 4.2 The normal workday for Detectives will consist of the “4/10” work schedule: A work day shall consist of ten (10) consecutive hours including time for lunch. The Normal assigned work week shall be four (4) consecutive days of works followed by three consecutive days of rest, not to exceed forty (40) hours except as provided below.
- 4.3 The normal work day for the Administrative Sergeant will consist of eight (8) consecutive hours including time for lunch. The normal assigned work week shall be five (5) consecutive days, followed by two (2) days of rest, not to exceed forty (40) hours except as provided below, provided that the Administrative Sergeant may work the “4/10” work schedule as described in Section 4.2 above.
- 4.3 The parties may, upon mutual consent, meet and discuss alternative work shifts.
- 4.4 There shall be three patrol schedules in a calendar year in blocks of four months each:
  - Schedule “1” is from January through April;
  - Schedule “2” is from May through August;
  - Schedule “3” is from September through December.

Prior to December 1st of each year, all patrol employees will bid first for squad / shift assignment for the succeeding year. These bids will be based on seniority, with the provisions that squad assignment will last for the entire year. Employees will be allowed to work the same shift assignment for three consecutive periods, subject to availability. Employees will then bid for vacation within each squad as defined by the current labor agreement.

Probationary employees will not be eligible for bidding, including those persons whose probation ends at any time during the succeeding year. Probationary employees will be scheduled by management and may be assigned and rotated to any shift schedule.

The Association recognizes that employee performance is of concern to management. As such, management retains the right to move an employee to a different squad and/or shift when it has reasonable cause to do so for training, supervision, and/or employee development. In such cases where another employee is displaced, this move

will affect the least senior employee whenever possible.

The Association also recognizes that with current staffing levels it is necessary to move employees to different shifts to facilitate vacation coverage, training, and other time off. Under the 5/4 work schedule this movement will be confined within the same squad as the person taking the time off, and such moves shall be made so as to minimize the change in shift starting times.

Both parties acknowledge that a balance of experience on the respective squads can be critical to the Police Department's overall efficiency. It is agreed that management, after reviewing the bids, has the right to make adjustments to the squad staffing, by reverse seniority, to achieve experiential balance.

The above applies except in the following cases, for which management retains full authority and rights for assignment:

- Special assignments (which currently includes, but is not limited to, detectives, SRO, crime prevention);
- Hardships to any officer;
- During times of emergency (as defined in section 30.6 of the current labor agreement).

If, at any time during the year, an employee is moved from a non-patrol assignment, then that person shall be assigned to the squad/shift vacated by his/her replacement for the remainder of that year.

If it is necessary for management to adjust the shift staffing levels or fill long term vacancies, other than those created by regular time off or reassignment of an employee, management shall fill those vacancies as follows:

- Management shall ask for volunteers to fill the vacancies and award same based on seniority, except as noted above with regard to time limits for working the same shift and the status of probationary employees;
- If volunteers are not available, management shall make the changes it deems necessary to assure adequate coverage for all shifts. In making such changes, management shall affect the least senior employee(s) whenever possible.

Employees may be allowed to voluntarily exchange shift assignments up to one work week during any one scheduling period, as long as overtime is not incurred by the affected employees and subject to the approval of a supervisor. Employees may be allowed to exchange shift assignments for longer periods of time as determined by and subject to approval of the Chief of Police or his/her designee.

- 4.5 Two (2) rest periods of fifteen (15) minutes each shall be allowed employees when conditions permit.

## **ARTICLE 5 - OVERTIME**

- 5.1 Overtime shall be defined as all hours worked outside of an employee's regularly scheduled shift, with permission of the supervisor. There shall be no pyramiding of overtime. Overtime compensation can only be received when the employee is not in another form of paid status

As an example, while on vacation and called back into work an employee cannot be paid for both vacation + overtime. In this situation, the employee would receive overtime for all hours worked but would not charge/utilize vacation hours for the same time period. Also, while on paid Labor and Industries leave, an employee cannot put in for overtime for going to court.

- 5.2 The overtime rate of pay is one and one-half (1.5) times the regular rate of pay as defined by the Fair Labor Standards Act.
- 5.3 Employees called back to work on a scheduled work day or to appear in court shall be compensated at a minimum of two (2) hours at the overtime rate of pay for each call back, in addition to overtime pay for actual time/hours worked.

“Call Back” shall mean that an employee is required to physically return to work outside their regular scheduled work hours and that the employee was unaware of the work assignment at the end of his/her previous shift.

Also for purposes of this section “outside of an employee’s regular work hours” means the employee’s scheduled days off, any paid leave which has been pre-approved and also means the time when an employee has left work on a regularly scheduled work day to the time the employee is due to return to work for his/her regularly scheduled shift.

- 5.4 Officers not notified of a cancellation of a scheduled court appearance within twelve (12) hours of the scheduled appearance shall receive three (3) hours of compensation at the overtime rate of pay. Officers are responsible for checking in with their supervisor on the case status no later than twenty-four (24) hours prior to the scheduled court date.
- 5.5 Employees who are required to standby shall receive compensating time off at one-half (0.5) time.
- 5.6 Any employee may elect to accrue compensating time off at the rate of time

and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of one hundred thirty (130) hours. Requests to utilize accrued compensatory time off of eight (8) hours or more shall be made to the Chief or his designee with three (3) days notice unless to do so would unduly disrupt the operations of the Department. Such requests shall be granted in accordance with the Fair Labor Standards Act.

- 5.7 Anytime an overtime slip is denied, the employee shall receive written notification of the denial.
- 5.8 An employee, with consent of the Employer in advance, may be allowed to “flex” their work day by leaving work prior to completion of the full normally scheduled work day and may return to work at a later time, on the same day, to complete their scheduled work shift. In limited situations, and with the approval of the Chief, Captain or designee, the employee may be allowed to complete their work shift on the following day. When this happens, no overtime compensation in any form will be paid to the employee. Provided, should the employee actually work more hours than they were regularly scheduled for, standard overtime rules would apply. Specifically, there is no “call back” penalty when an employee flexes their work shift. Flex time will only be allowed with advance approval and upon consent of the employee.
- 5.9 Sergeants Receiving Work Telephone Calls While Off Duty: A commissioned Sergeant who is called during non-working hours to perform official duties and who is not required to report to a work site shall be compensated for thirty (30) minutes of pay at the applicable overtime rate for all calls lasting five (5) minutes or longer. Additional telephone calls occurring within the same thirty (30) minute time frame shall not require additional compensation.
- If the call results in the Sergeant reporting to the work site, Article 5.3 will apply and the employee is not eligible for the thirty (30) minutes of compensation outlined in this section, assuming the phone call occurred within 30 minutes of physical response.
- 5.10 Officers Receiving Work Telephone Calls While Off Duty: Officers who are called via telephone while off duty shall be compensated as follows:
- Telephone call must be more than 5 minutes in duration.
  - Telephone call must have been directed by the Police Captain employee level or above.
  - Compensation will be fifteen (15) minutes of pay at the standard overtime rate (1 ½ times hourly rate).
  - This is not intended to compensate officer to officer or Sergeant to officer initiated phone calls.
- 5.11 Overtime opportunities for standard patrol overtime shall be offered to all eligible CPOA members based upon a seniority schedule, with those most



senior being given preference. Overtime opportunities for approved extra duty overtime shall be offered to all eligible CPOA members based upon a rotational schedule. In both instances, there will be no preference given for rank, unless the opportunity is restricted to a supervisor.

An employee is not eligible for the provisions of this Article where work schedules, known commitments, or other policies and/or procedures would disqualify them from being able to work the opportunity. Certain CPOA members in a probationary status may be restricted from these opportunities if in the opinion of the Chief, the probationary employee is not yet qualified to fill the opening.

CPOA will provide the City a list, in order of seniority, indicating a single telephone contact number at which the employee may be reached for the purpose of filling available overtime opportunities. This list may be updated by CPOA at any time, as needed. If the employee cannot be reached at the number provided, the Department shall not be required to try any other telephone number and may move on to the next person on the list. If no employees accept the overtime opportunity, the Department will mandate, in reverse order of seniority, the most junior member that is able to be contacted to take the overtime duty.

When multiple overtime opportunities are available, and are being filled at the same time, employees are limited to selecting one (1) date/time only until the complete seniority list or rotational list has been exhausted. The intent of this provision is to distribute the limited overtime opportunities as equitably as practical, between all members of CPOA.

Provided, at certain times the employer, for valid reasons of “business necessity” or “emergency” may elect to not follow these processes. Any overtime opportunity that is brought to the attention of the department with less than 48 hours to fill said opening shall be deemed to be an “emergency.” In addition, certain overtime opportunities are restricted based upon a “business necessity” which means only certain individuals have the qualifications and skills needed for a specific assignment or function.

This provision will not apply to standard patrol overtime opportunities of three (3) hour blocks or less.

Should the employer fail to follow the above outlined process and end up skipping past a member or members who were eligible to work an overtime opportunity, the department shall be responsible to award the same amount of overtime to those affected, to be split equally. In no event will the penalty under this clause be more time than the original overtime that was wrongfully awarded. Overtime awarded to members under this article will be rounded up to the nearest quarter hour.

In the case mentioned above, the word “skipping” is defined as no attempt was made to contact the eligible member.

## **ARTICLE 6 – HOLIDAYS**

- 6.1 All probationary police employees will be granted one hundred thirty-eight (138) hours of annual holiday time at the rate of eleven and one-half (11.5) hours per month. The monthly accrual rate will continue until January 1 of the year following their probationary period, at which time they will accrue one hundred thirty-eight (138) hours of holiday time under the provisions of 6.2. See accrual maximum in Article 7.1.
- 6.2 Members will be granted one hundred thirty-eight (138) hours of annual holiday time each year in lieu of holidays.
- 6.3 Employees can, at specified times during the year, buy back portions of their accrued holiday time in blocks of at least ten (10) hours. The Employee must notify Finance before the payroll cut-off date to receive holiday buy back in that pay period. The employee may buy holiday time any individual month except in December or January.
- 6.3(b) Employees also have the option of converting their holiday time to regular monthly pay by notifying Administrative Services during open enrollment each year, prior to December 1. Employees opting for this will be allowed to add 11.5 hours of holiday pay each month of the year to their regular pay. This option will apply equally to all 12 months of the year and will be paid at the regular rate of pay.
- 6.4 When an employee gives notice of separation from employment for any reason other than retirement or is on an unpaid leave of absence, the amount of holiday pay shall be prorated at the rate of eleven and one-half (11.5 hours) per month until the final date of separation. Any adjustment necessary to previously accrued hours will be made immediately. For employees who have cashed out their holiday pay prior to separation, the accrual shall be determined on a prorated basis until the last day of the month of separation and any unearned accrual that has been paid shall be deducted from the final paycheck.
- 6.5 Each year, any holiday time not used by the end of the December pay period shall be added to the employee’s vacation bank. See Article 7.1 for maximum annual carry over limits.

## ARTICLE 7 - VACATIONS

- 7.1 Paid annual vacation shall be considered as regular employment with accrual beginning at the date of hire. Thereafter vacation accrual may be taken as earned according to the following schedule:

<u>Years of Law Enforcement Service*</u>	<u>Hours per Year</u>	<u>Hours per Month</u>
0 - 4yrs	96	8
5 - 9	144	12
10 - 14	168	14
15- 19	192	16
20 and over	240	20

\*Commissioned years of service only.

Maximum vacation hours to carry over: Accrued leave time (vacations, holidays) shall not exceed 400 hours on December 31.

- 7.2 All part time employees shall accrue vacation at the same rate as regular full time employees but in proportion to the number of hours worked.
- 7.3 Vacation Bid Process: Employees shall choose vacation by seniority and may schedule their vacation any time upon approval of their supervisor or department head, with certain restrictions listed below dealing with short notice time off requests.

- **First**, the patrol sergeants bid their vacations. Once approved their vacations are posted on the upcoming year's schedule.
  - Sergeants on the same squad are not allowed to take *pre-scheduled bid vacations* off at the same time. This would leave the squad without adequate supervision that period.
- **Next**, bid sheets for patrol officers are posted for each side. Officers are allowed to bid for up to two weeks of vacation by seniority each round. There are three rounds of vacation bidding. The second and third rounds begin after the previous rounds have been posted to the schedule.
  - No more than two members of a squad will be scheduled off at one time on *pre-scheduled bid vacations*.

Following the completion of the full week bid cycles, rounds 1, 2, and 3, patrol sergeants and patrol officers will be allowed to bid for partial weeks, or individual days off, in vacation bid rounds 4, 5, and 6. The order of selection will be made following the same criteria used for full week vacations, listed above. Each employee can request up to two such partial weeks or two individual days off, each round. A partial week is considered to be consecutively scheduled work days.

- **Then**, after the bidding process is complete and through the rest of the year, employees may bid for vacation slots on a ‘first come, first served’ basis.
  - Supervisors should make certain the request form reflects date and time the request was made to avoid conflicts or challenges.
- **Finally**, additional vacation for a third person off may be requested but not approved until thirty (30) days prior to the requested date.
- **Supervisors** have the primary responsibility of assuring their squads have sufficient staffing. When considering a short term request for vacation or comp-time days off Supervisors should consider impacts of particular events and or holidays when considering the request.
  - Some examples include but are not limited to; Camas Days, Fourth of July, New Year’s Eve/Day, Halloween, Super Bowl Sunday, labor unrest/strikes, harsh weather events, disasters, etc... Overtime will only be used to backfill unanticipated or ‘special circumstances’ squad shortages.

The Chief and Captain will meet with the Sergeants prior to releasing the bid shift notice to discuss blackout dates. Both parties will work to minimize denial of leave requests through collaboration. However, the Chief has final discretion on staffing levels for all days.

This procedure is intended to provide acceptable guidelines for vacation bids. Exceptions to the procedure may be granted on approval of the Chief of Police or designee. Typically, exceptions will be considered on the basis of special, unusual or unexpected circumstances. In any case, approved exceptions to this procedure will not establish precedence for future application.

- 7.4 Employees shall receive all accrued vacation at the time of termination including that earned during the year of termination.
- 7.5 The application of Article 7.5 is based on the 2015 patrol staffing levels of 10 officers per squad. During the annual vacation bid process, the Department may place restrictions on the number of employees who may take time off on certain days based on anticipated need for police services. These days are communicated in writing, in advance, and require staffing above established minimum staffing levels. Examples are Camas Days, Fourth of July, Halloween, Super Bowl Sunday, New Year’s Eve, or other events where it would be reasonable to expect a need for added police services. These dates have been referred to as “blackout dates.”

If a member has submitted a request for vacation leave on one of these “blackout dates” and would have normally been granted the leave absent the “blackout date” declaration, then the member shall be compensated at the

over-time rate (1.5), instead of the straight time rate, for all hours actually worked on said date. To qualify for this premium, the member must have been denied the time off solely due to the "blackout" date declaration. Time off denials for all other reasons do not fall under this clause. In addition, the member must have been eligible and qualified to take the leave time. Should the department's needs change, and the "blackout date" is canceled, the members who submitted leave requests that were denied will be notified and will be granted the leave. In that case, no extra compensation shall be granted.

## **ARTICLE 8 - SICK LEAVE**

- 8.1 Employees of the police department shall accrue sick leave at the rate of ten (10) hours per month with a maximum accrual of one thousand forty (1040) hours allowed to be carried over each January 1.
- 8.2 Sickness or disability shall be reported to the department head or the immediate supervisor at least four (4) hours prior to commencement of the employee's workday, or as soon thereafter as practicable. The employee may be required to provide a note of verification as permitted by law.
- 8.3 Employees are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, and any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse, domestic partner, child, grandparent, grandchild, sibling, or any person living in the immediate household, requiring the employee's attendance and/or care. Emergency and last minute appointments shall be approved by the immediate supervisor, Captain, or Police Chief.

Sick leave may also be used for parents, including "step" and "in-law" relationships, as well as foster, legal guardian, in loco parentis and de facto situation.
- 8.4 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 8.5 Eight (8), ten (10) or ten point six (10.6) hours sick leave will be charged for each working day off duty, in accordance with the employees scheduled work hours for that day.
- 8.6 Time off for medical purposes shall be charged against sick leave for actual time used only.
- 8.7 Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours shall be eligible to cash out at straight time, thirty-

three percent (33%) of all hours that would have been accrued over the maximum allowed.

- 8.8 If an employee retires from the City, meeting LEOFF plan requirements, that employee is eligible to cash out twenty-five (25%) percent of their sick leave balance at their current straight time rate.

8.9 Federal Family Medical Leave

Employees who work for the Employer for at least twelve (12) months, and have worked one thousand two hundred and fifty (1250) hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per twelve (12) months period for: birth, adoption, or foster care of a child, or a serious health condition of the employee or immediate family member requiring in-patient care or continuing treatment by a health care provider.

An “immediate family member” for purposes of Family Medical Leave is defined as an employee’s spouse, domestic partner, child, parents, or any member of the immediate household. The Employer may expand the definition of immediate family under special circumstances. A “serious health condition” is an injury, illness, impairment or physical or mental condition that involves in-patient care or continuing treatment by a health care provider. The Employer may require certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. The leave would normally end six (6) weeks after a normal birth or eight (8) weeks after a cesarean section.

Employees must provide the Employer with at least thirty (30) days’ notice if possible before taking such leave, or notify the Employer as soon as practicable. Before going on unpaid leave status for the birth, adoption, or foster care of a child or the serious health condition of the employee’s spouse, parents or children requiring in-patient care or continuing treatment, an employee is required to use all accrued unused compensatory or personal days and all accrued unused vacation leave. Before going on unpaid leave status for the serious health condition of the employee or the employee’s minor child requiring in-patient or continuing treatment, an employee is required to use all unused sick leave, personal leave, compensatory leave, compensatory time off and vacation leave.

As required by law, the Employer shall maintain the employee’s health benefits during the FMLA leave to a maximum of twelve (12) weeks. In the event an employee does not return to Employer employment after taking leave under this section, the Employer may recapture the cost of any health insurance premiums paid by the Employer during the unpaid portion of the leave. Upon return from such leave, the employee will be reinstated to the

employee's former or equivalent position.

#### Washington State Family Leave

An employee is entitled to twelve (12) workweeks of family leave during any twenty-four month period to: (a) care for a newborn child or adopted child of the employee who is under the age of six at the time of placement for adoption, or, (b) care for a child under eighteen years old of the employee who has a terminal health condition, or (c) to care for the employee's domestic partner with a serious health condition. This twelve weeks allowed by Washington State Law (RCW 49.78) for leave is in addition to leave provided for pregnancy or childbirth.

#### Washington State Family Care Rules

Under this law, employees may use any accrued sick or other paid leave to care for a child with a health condition that requires treatment or supervision, or to care for a spouse, domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency health condition, and to care for children eighteen (18) years and older with disabilities. (RCW 49.12.265)

### **ARTICLE 9 - BEREAVEMENT LEAVE**

- 9.1 A maximum of three (3) paid working days (consecutive or non-consecutive) bereavement leave shall be allowed when there is a death in the employee's immediate family. "Immediate family" shall be defined as: the employee's spouse, domestic partner or significant other, child, parents, brother, sister, grandparents and grandchildren, or any member of the immediate household. This will also include "step" and "in-law" relationships.
- 9.2 Recognizing the need for family support, a maximum of two (2) days bereavement leave shall be allowed to attend the funeral or memorial service of aunts, uncles, nieces or nephews of the first generation..
- 9.3 Bereavement leave of more than three (3) working days may be taken subject to the approval of the department head. Bereavement leave in excess of three (3) working days will be charged to sick leave, vacation leave, or leave without pay.
- 9.4 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.
- 9.5 Administrative Services will administer article 9 for consistency in unique circumstances as they arise.

## **ARTICLE 10 - JURY DUTY**

- 10.1 An employee serving on a jury of a federal or state court shall be granted leave from City employment to the extent required by such service, and shall be paid during such leave the difference between his/her regular salary and the amount paid by the Court for such duty. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received. The employee shall submit money received for such services to the City performed during City time.

## **ARTICLE 11 - OTHER LEAVES**

- 11.1 In the event of a military leave, the Employer abides by the provisions of the State of Washington RCW 38.40.060 which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties up to twenty-one (21) calendar days with pay during each calendar year while engaged in the performance of ordered military duty and while going to or from such duty.

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to fifteen (15) days of unpaid leave while his/her spouse or domestic partner is on leave from deployment, or before and up to deployment. (Spousal military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements in order to take this spousal military leave.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of twenty (20) hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide the City with notice of his/her intent to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

- 11.2 The Employer may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on



leave will be deducted from his total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement. The Employer may, in exceptional circumstances, extend leave beyond ninety (90) days but reinstatement cannot be guaranteed.

- 11.3 Upon written request from the Association, an Association officer or steward may be granted time off without pay or any cost to the employer to conduct bona fide business of the Association.
- 11.4 The City and the Association agree to abide by the Washington State Domestic Violence/Sexual Assault leave law.
- 11.5 **Workers' Compensation (Labor and Industries) Leave**  
Employees on leave under an approved Department of Labor and Industries claim, due to an on the job injury/illness, shall be subject to no reduction in wage or benefit. The employee shall endorse over to the City any time loss checks received by the State to offset the Labor and Industries leave used by the employee.

## **ARTICLE 12 - SENIORITY**

- 12.1 Seniority is the length of continuous employment of an employee with the Employer within rank, in the police department.
- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than six (6) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

## **ARTICLE 13 - PROMOTIONS, DEMOTIONS AND TRANSFERS**

- 13.1 Promotions, demotions and transfers will be carried out in accordance with Civil Service Commission rules, regulations and statutes.
- 13.2 For the position of Police Sergeant, the Civil Service Commission will submit to the Chief the list of the highest three (3) scores on the promotional list for Sergeant. The Chief may select any of the three (3) candidates for a promotional opportunity.

## **ARTICLE 14 - LAYOFFS AND RECALL**

- 14.1 Layoffs will be conducted in reverse order of seniority by rank. Recall from lay-off shall be done in order of seniority with the most senior employee being recalled first. Seniority shall be defined as the total length of service with the Department. Failure of such employee to report for reinstatement within 10 days of notification of job availability shall result in loss of seniority.

**ARTICLE 15 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION  
DRUG - PENSION - LIFE INSURANCE**

- 15.1 The Employer shall offer at least two (2) hospital-medical plans for employees and their dependents.
- 15.2 The Employer shall provide post-retirement medical insurance from retirement to age sixty-five (65) for the employee only, provided the employee has been employed by the City for a total of ten (10) years and is retiring from the City under the provisions of the applicable LEOFF retirement plan. The post-retirement medical plan benefits will be the same plan as the active members, if available, or the plans with the closest benefit levels. In the event the plan with the closest benefit levels is no longer available, the City may move the retiree to the plan with the next best benefit level. In the event that the insurance plan is subject to an additional tax or surcharge required under State or Federal Law, the parties agree to meet and negotiate a change in plans to avoid the payment of said fee. If the retiree opts to upgrade to other plans available through the provider, the difference in premium is the retiree's responsibility. Coverage for a spouse/domestic partner may be paid for by the employee in accordance with the requirements of the applicable plan. Employees hired after July 31, 2001 as described above shall not be eligible for employer paid post-retirement medical insurance, but may participate for themselves and spouse/domestic partner at their own expense for the employee and spouse/domestic partner, consistent with plan requirements.
- 15.3 The Employer shall provide a term life insurance policy for all employees working twenty (20) hours a week or more. The amount of the policy shall be equal to the nearest thousand dollars of the employee's normal yearly salary exclusive of overtime but not to exceed a maximum of fifty thousand dollars (\$50,000.00).
- 15.4 Health Insurance  
AWC HealthFirst 250 and Kaiser Plan \$250 – 10%/E114): The employer will pay medical coverage premiums for employees and dependents as follows:

Employee only coverage: one hundred (100%) percent

Dependent(s) coverage: ninety (90%) percent. Employees shall pay, through pre-tax payroll deduction, ten (10%) percent of total premium cost.

The employer shall inform the association of the upcoming year's premium rates as soon as possible; the group may choose to move to other health plans offered by AWC and Kaiser with at least thirty (30) days notice and any additional requirements of carrier.

- 15.5 For the term of this agreement, the employer agrees to pay the premiums for Washington Dental Service (WDS) -Plan F, Willamette Dental \$15 co-pay plan and VSP vision coverage for the employee and their dependents. The Employer will pay the premiums for a life insurance plan for the employee consistent with the plan offered by the employer. The employer will continue prescription drug coverage through the medical plan, consistent with the provisions of the medical plan.
- 15.6 In the event insurance companies, brokers and/or administrators of the existing health and welfare plans notify the Employer of changes in the premium structure and/or benefit structure, then and in that event, the Employer will notify the Association and employees of said changes. The parties will negotiate those changes and thereafter the Employer will determine whether or not to make changes to the health and welfare plans inclusive of benefit levels and premium structure.
- 15.7 The Association and/or the employee will indemnify and hold the Employer harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverage.
- 15.8 Any and all disputes or disagreements and/or claims involving coverage of employees between the insurance company and the employee are not grievable under this contract.
- 15.9 If a change in dependent coverage is not reported in a timely manner, the employee will be responsible for reimbursing the Employer for benefit premiums paid on their behalf.
- 15.10 The Employer shall make pension contributions required by statute to the State of Washington, Department of Retirement Systems under the Law Enforcement and Firefighters (LEOFF) Plan.
- 15.11 Employees and their immediate families (spouse/domestic partner and dependent children) shall be issued pool passes for the municipal swimming pool.
- 15.12 The City shall maintain a Section 125 plan for medical expenses and dependent care.

#### **ARTICLE 16 - DISCIPLINARY PROCEDURES**

- 16.1 The Employer may discipline or discharge an employee for just cause inclusive of those causes set forth in the Civil Service Rules and Regulations but not necessarily limited thereto.

- 16.2 Disciplinary action or measures shall include only the following:
- (a) Verbal Warning
  - (b) Written reprimand
  - (c) Suspension without pay
  - (d) Demotion
  - (e) Discharge
- 16.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline.
- 16.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.
- 16.5 The provisions of this article shall not apply to newly hired employees serving a probationary period. Consistent with Civil Service rules, the probationary period shall be 12 (twelve) months from police academy graduation date, not in any case to exceed 18 (eighteen) months from date of hire. Probationary employees shall work under the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse. Employees on probationary status shall be eligible for the six (6) month step increase under conditions cited in Article XXIV, Section 24.2 of this agreement.
- 16.6 The employee and the employee's Association representative with the employee's authorization shall have the right to inspect the full contents of his/her personnel file. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy. An employee who disagrees with the validity of any complaint added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- 16.7 Records of disciplinary action shall be removed from all City or Department maintained files and permanently destroyed in accordance with the following retention schedule and upon request of the employee:

1. Verbal Warning - Written records of a verbal warning or counseling shall be removed and destroyed after twelve (12) month without a reoccurrence of similar conduct which gave rise to the warning or counseling.
2. Written Reprimand - Written reprimands shall be removed and destroyed after eighteen (18) months without reoccurrence of the same conduct which gave rise to the reprimand.
3. Suspensions - Written records of suspensions shall be removed and destroyed after sixty (60) months without a reoccurrence of similar conduct which gave rise to the suspension.

If discipline noted in an evaluation has passed the retention period set forth in Article 16.7 of the contract, at the request of the employee, a sheet will be attached to the evaluation stating that the discipline referred to in that evaluation has been permanently destroyed.

It is not the intent of the City to rely on discipline noted in the evaluations beyond the retention schedule for progressive discipline purposes.

For promotion purposes, the documentation set forth in paragraph a above will be shared as additional consideration for promotional candidates.

- 16.8 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.
- 16.9 Disciplinary documents that meet the criteria of "Brady" documents under the Court Rule shall be maintained until deemed unnecessary by the Prosecuting Attorney or the State Criminal Justice Training Commission on police officer decertification and are exempt from the above listed rule. However, no release of these "Brady" disciplinary documents will be made to any other person or entity and will not be used for any other purpose outside of the application of the court or the Criminal Justice Training Commission.

## **ARTICLE 17 - UNIFORMS WEAPONS AND EQUIPMENT**

- 17.1 The Employer will furnish three (3) sets of standard approved uniforms to new employees.
- 17.2 Uniforms shall be cleaned and maintained under a quartermaster system as determined by the Chief or his designee. The Employer shall pay for the cleaning of up to six (6) uniforms and one (1) jacket per month, on average, for each employee. Employees who have been assigned to a detective assignment shall have the same cleaning allowance as those in the patrol division. The

Employer shall pay for the cleaning of up to six (6) civilian shirts and pants, on the average, for each month, provided those items are used in connection to the job.

- 17.3 The Employer shall purchase a standard service sidearm and a standard set of handcuffs, holster and duty gear as required which the employee will maintain and return to the Employer upon the termination of service. The Employer shall determine the standard service sidearm and handcuffs to be purchased.
- 17.4 The employer has the sole discretion as to the type and style of uniforms and equipment provided to the employee.
- 17.5 For each year of this contract, seven hundred and fifty (\$750) dollars will be provided to those employees with the assignment of Detective. This will be paid to the employee in their January paycheck. The purpose of the clothing allowance is to replace, clean and maintain the detective's non-uniform clothing worn for work purposes. The clothing allowance shall be prorated for employees coming into the position after January. If an employee requests to leave the detective assignment within the year they were provided this benefit, a pro-rated amount will be deducted from the employee's paycheck following their last day in the assignment.

#### **ARTICLE 18 - GRIEVANCE PROCEDURE**

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 18.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.
- 18.3 Any party who believes they have a grievance arising out of the terms of this Agreement may, except for arbitration, personally or through a representative, apply for relief under the provisions of this Article.
- 18.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.
- 18.5 If any party fails to file a grievance within ten (10) working days from the date of the occurrence or knowledge of the occurrence, then said party forever waives and forfeits the grievance as well as any and all rights and remedies relating to said grievance. Failure to pursue a grievance to the next step

renders final and conclusive, the last determination and response. If an employee wishes to have those matters currently addressed under Civil Service Rules and Regulations, inclusive of promotions, demotions, transfers, layoffs, recall and discipline, but not limited thereto, the employee must file a request for an investigative hearing within ten (10) calendar days of the occurrence. Regarding disciplinary actions, the employee may elect to have disciplinary action reviewed by the Civil Service Commission. If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigative hearing must be filed with the Commission within ten (10) calendar days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.

18.6 The formal grievance procedure shall be as follows:

Step 1:

In order to protect all parties, and provide for clear documentation, all grievances shall be in writing. To allow for grievances to be settled at the lowest possible level, each grievance shall be presented in writing by the member, or by the Association on behalf of the member, to the involved member's immediate supervisor within ten (10) working days from the occurrence or knowledge of the occurrence. The employee shall have the option of being accompanied by his Association representative. The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may move to Step 2 in accordance with the provisions herein below.

Step 2:

The grievance shall be presented in written form, stating the specific provision of this Agreement allegedly violated, to the Chief within ten (10) working days from its occurrence or knowledge thereof. Thereafter, the Chief shall respond in writing to the aggrieved employee within ten (10) working days after receipt of the grievance. The grievance will be considered "received" using the date the email was opened (if submitted electronically) or date written grievance was opened by the Chief. If the employee elects to have applicable matters reviewed by Civil Service then the employee will need to comply with the provisions set forth in Section 18.5 above.

Step 3:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 2, then within ten (10) working days of the response in Step 2 above, the grievance shall be presented to the Mayor or designee in writing. The Mayor

or designee shall schedule a meeting with the employee within fifteen (15) working days from the date of submission (date stamp on document provided by City Hall) and respond within seven (7) working days (days City Hall is open) of the meeting to the employee and Association. The employee has the right to be represented by his Association representative and the department head has the right to be represented by an Employer representative.

Step 4:

(a) Final and Binding Arbitration and/or Mediation:

If the grievance has not been resolved at Step 3, the Association may refer the unsettled grievances to mediation and/or final and binding arbitration. If the parties refer the matter to mediation then the timelines for final and binding arbitration shall be extended to accommodate the mediation process.

(b) Notice - Time Limitations: The Association shall notify the other party in writing of submission to mediation or arbitration within twenty (20) working days after receipt of the Step 3 response.

(c) Mediation: Mediation is provided as a free service by PERC. The Employer and the Association shall each pay for their own fees or costs associated with mediation.

(d) Arbitrator - Selection: After timely notice, the parties shall establish who the arbitrator will be in the following manner:

(i) After timely notice, the parties shall select an impartial arbitrator within thirty (30) days, if possible, after the request is made to arbitrate.

(ii) If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, they will request a list of nine (9) arbitrators who are willing to abide by time limitations. A list of impartial arbitrators shall be furnished by the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

(d) Decision - Time Limit: The arbitrator will meet and



hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) working days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

(e) Limitations - Scope - Power of Arbitrator:

- (i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
- (ii) The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.
- (iii) The arbitrator shall also have the authority to receive evidence and question witnesses.
- (iv) The arbitrator shall not have the authority to review or consider appeals carried out pursuant to Civil Service Commission Rules and Regulations.

(f) Arbitration Award - Damages - Expenses:

- (i) Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.
- (ii) The arbitrator's written award shall be final and binding on all parties.

**ARTICLE 19 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS**

The parties hereto agree that the wages and working conditions specified by the Employer ordinances and resolutions now in force shall be maintained consistent with this agreement for its term.

## **ARTICLE 20 - STRIKES AND LOCKOUTS**

The employer and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Association nor the Employer shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to disciplinary action including suspension or discharge. No individual shall receive any portion of his/her salary or benefits as provided by the employer, and in accordance with applicable law, while engaging in activities in violation of this Article. Nothing herein shall be deemed to prohibit the Association or any individual employee from participating in any lawful activity.

## **ARTICLE 21 - ASSOCIATION REPRESENTATION**

An authorized representative of the Association shall have the right to investigate grievances or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Association shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

## **ARTICLE 22 - COMMUNICATION OF ASSOCIATION BUSINESS**

The Association may use the department's mail box system and the City's e-mail system to communicate with their members on Association business. All notices shall be signed by a representative of the Association who is authorized by the Association to approve Association notices. The Association agrees to abide by all City policies in connection to the use of the City e-mail system and is aware of the laws regarding document retention and public disclosure.

## **ARTICLE 23 - NON-DISCRIMINATION**

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.
- 23.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall not unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender, age, marital status, disability or religion.
- 23.3 All references to employees in this contract designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 24 - WAGES CLASSIFICATIONS AND PAY PLAN**

- 24.1 The applicable pay plan is attached hereto and incorporated herein by reference as Appendix A to this contract.
- 24.2 An employee may be granted a step increase subject to satisfactory progress while on probation as determined by the department head and/or after having served six (6) months at step 1. Thereafter, an employee will be considered for a further step increase after twelve (12) months in step 2 of the pay plan subject to a satisfactory performance review by the department head. Thereafter, step increases will occur after an employee has spent at least twelve (12) months in each step and subject to satisfactory performance evaluations by the department head. If performance reviews result in an unsatisfactory performance rating then the employee may be held in the existing step for up to an additional twelve (12) months. Thereafter, the employee will be considered for a further step increase subject to a satisfactory performance review by the department head.

Probation for Police Sergeants shall be one (1) year. Probationary Sergeants will receive a step upon promotion and a second step at six (6) months upon satisfactory review by the Police Chief or his designee. Upon satisfactory completion of the probationary period, the employee's 'anniversary date' for future pay action shall be established by the date of the previous six-month step increase. If a probationary Sergeant is sick, injured, or is absent from the job for any reason for a period of six (6) consecutive calendar weeks or more, that length of time shall be added to their probationary time and any potential step increases shall similarly be extended.

- 24.3 As outlined in Appendix A:

Effective January 1, 2017, employees in the bargaining unit will receive a 4.5% wage increase.

Effective January 1, 2018, employees in the bargaining unit will receive a 4% wage increase.

Effective January 1, 2019, employees in the bargaining unit will receive a wage increase equivalent to 100% of the change in the BLS West Region CPI-W from July 2017-July 2018, with a minimum of 2% and a maximum of 4%.

Effective January 1, 2020, employees in the bargaining unit will receive a wage increase equivalent to 100% of the change in the BLS West Region CPI-W from July 2018-July 2019, with a minimum of 2% and a maximum of 4%.

- 24.4 If an existing employee is promoted to a higher job classification then the employee will receive pay at a step which results in an increase and shall progress through the applicable steps subject to the provisions of Section 24.2 above. The promoted employee will receive a new anniversary date as of the date of promotion and will follow the pay plan procedures set forth in Section 24.2 above. Promoted employees will receive the step in the new pay plan which results in an increase in pay of at least three (3%) percent.
- 24.5 All bargaining unit employees shall receive an education incentive premium added to the base pay equal to one (1%) percent for an Associate Arts Degree or three (3%) percent for a Bachelor Degree from an accredited college or university.
- 24.6 Employees assigned by the chief to act as a Field Training Officer shall be paid a premium of three percent (3%) of the base rate of pay for time actually spent in performing such duties.
- 24.7 In recognition of the achievement of the Department in obtaining and maintaining State Accreditation, all employees in the bargaining unit shall receive a 1% accreditation premium each month added to their base pay.
- 24.8 Sworn officers (includes sergeants) who meet the following qualifications are eligible for the assignment as an MPO:
- Completed six (6) years as a sworn officer – years must be continuous service
  - Completed Camas probation period
  - No disciplinary action (written reprimand or above) for the prior twelve (12) months as defined below
  - Maintain all required certifications and CJTC requirements

If discipline occurs involving suspension, demotion or receiving two (2) or more written reprimands in a twelve (12) month period, MPO status is immediately suspended for a minimum time of six (6) months. After the six (6) months has passed, the employee may petition the Chief for reinstatement. Each case shall be considered on its own merits. After one year, the employee shall be reinstated to the status of MPO if no further discipline has occurred and the Officer has otherwise met the criteria listed above.

The premium pay shall be as outlined below:

<b>In year of service</b>	<b>Monthly premium as %age of base wage</b>
7-10	4.5%
11-15	5.5%
16+	6.5%

- 24.9 Specialty Assignment Premiums: Employees who are assigned to and who are performing the functions of SRO, Defensive Tactics Instructor, Firearms Instructor, TASER Instructor, PIO, SWAT or Less Lethal (40mm launcher) Instructor, shall receive an additional monthly premium of one point five percent (1.5%) of their base pay. Instructors shall be certified.

Employees assigned to the Detective Unit will receive an additional monthly premium of five percent (5%). This shall include any employees serving in the Detective or Detective-Sergeant positions.

Employees are eligible for the premium only when formally assigned the position by the Chief and only while in the assignment period. No employee may earn more than one assignment premium regardless of assignments.

Specialty assignments shall be made at the discretion of the Chief as outlined in Camas Police Department policy 02.25 (Specialized Units). The selection process will include a posting for the open position to all eligible employees. The posting will be open for a minimum of fourteen (14) days to allow all interested employees the opportunity to apply.

The Chief shall determine the selection process to be used for each assignment and the minimum requirements for application and shall include that information in the posting. The length of assignment, once the appointment is made, is at the Chief's discretion.

Effective with the signing of this contract, the currently assigned members shall be grandfathered into their assignments and will receive the premium.

## **ARTICLE 25 - SEPARABILITY**

In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

## **ARTICLE 26 - MILEAGE ALLOWANCE**

All employees required by the Chief or their designee to use their private cars for official departmental business, shall be compensated at the standard IRS mileage rate.

## **ARTICLE 27 - DEPARTMENT RULES AND REGULATIONS**

The Association agrees that its members shall comply in full with departmental rules and regulations, including those relating to conduct and work performance. The Employer agrees that new departmental rules and regulations affecting mandatory subjects of bargaining shall be reviewed with the Association and agreed upon prior to implementation. Nothing in this Article shall prevent the Employer from voluntarily collaborating with the Association on potential new rules and regulations that do not involve mandatory subjects of bargaining.

## **ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATION**

When work operations involving new or substantially changed requirements are established as determined by the Employer, and such requirements are not adequate or properly prescribed in any existing position, the Employer will revise the position or establish a new position classification consulting with the Association committee beforehand.

## **ARTICLE 29 - CONFLICT OF CONTRACT AND ORDINANCE**

The rules and regulation of the Camas Civil Service Commission shall govern unless specifically superseded by the terms and conditions of the Agreement.

## **ARTICLE 30 - MANAGEMENT RIGHTS**

The Association recognizes the prerogative of the employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. Management's affairs and prerogatives which the parties have agreed do not constitute negotiable matters relating to wages, hours and working conditions are inclusive of, but not limited to, the following:

- 30.1 The right to institute, from time to time, work rules applicable to bargaining unit employees.
- 30.2 The right to determine work schedules, overtime and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by at least one (1) work day of personal notice of the change, except in the event of an emergency, in which case no notice or discussion is required. For purposes of clarification, one work day's notice is equivalent to twenty-four (24) hours before the start of the next scheduled shift. The remedy for shift change occurring in less than twenty-four (24) hours will result in compensation to the affected employee(s) of an additional one (1) hour of penalty pay at the rate of one and one-half (1.5) times the regular rate of pay. Because this extra one (1) hour is a penalty for the late notice, it does not conflict with the Article 5.1.

- 30.3 The right to hire, promote, demote, transfer, assign and/or retain employees in positions within the employer.
- 30.4 The right to discipline employees for just cause.
- 30.5 The right to lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the employer.
- 30.6 The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The term “emergency” is defined as unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action.
- 30.7 The right to determine the methods and processes means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.
- 30.8 Provided nothing contained in this article shall be deemed as a waiver of the Association’s right to bargain changes in mandatory subject of bargaining.

### **ARTICLE 31 - BILL OF RIGHTS**

- 31.1 Subject to the provisions of this contract and except as otherwise provided, employees have the right to use the grievance procedure contained herein to protect their rights as set forth in this Agreement.
- 31.2 All employees within the bargaining unit shall be covered by the following rules and regulations. The powers and duties of law enforcement officers involve them in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.

Such investigations shall be conducted under the following general guidelines:

- When a permanent, non-probationary employee is the subject of a formal internal investigation by the Camas Police Department, prior to any interview of the employee, the employee shall be advised of the specific nature of the inquiry of and whether he or she is suspected of (1) committing a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department. All interviews shall be conducted in a manner consistent with due process rights granted by law. The officer shall not thereafter contact the citizen or witnesses without prior permission of the Chief of Police.

- If the Chief of Police determines that the officer should be questioned about the allegation, such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be while the member is on duty and during the daytime, if possible.
- Questioning of the officer shall be with full regard to his constitutional rights. If the allegations amount to a charge that the officer is guilty of a crime, he shall be fully advised of his rights under the Miranda decision. The employee shall have the right to retain an attorney of his own choosing, (at no expense to the City of Camas). Such attorney (and/or a representative of the Association) shall have the right to be present during any questioning.
- Questioning of an employee accused of misconduct shall not be overly long, and he/she shall be entitled to reasonable intermission for personal necessities, meals, telephone calls, and rest periods. Providing both parties agree, the Employer or the employee may provide for the mechanical, electronic, or stenographic recording of any formal employee interview which could likely lead to criminal charges being filed against the employee or which could result in discipline of the employee by the Department. Whenever such a recording is made by one party, the other party shall have the right to make a copy of the recording. An employee who is the subject for a formal investigation shall have a right to make copies of any statement he or she has signed pertaining to the investigation.
- It is understood that under state law, no officer may be required to take any lie detector test as a condition of continued employment, though he may request a polygraph test. If one is requested by the employee, it shall be taken by an independent agency mutually agreed upon by the Association and the Chief of Police at the Employer's expense.

### **ARTICLE 32 - LIABILITY INSURANCE**

The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment provided, however, such coverage will not protect the employee from their intentional and/or malicious tortious acts or assaults. Subject to the provisions of this Article, the coverage will include reasonable attorney's fees and reasonable costs connected with lawsuits.

### **ARTICLE 33 - DRUG AND ALCOHOL POLICY AND PROCEDURES**

The Drug and Alcohol Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and



completely in this Agreement. Said policies and procedures are a part of this Agreement.

#### **ARTICLE 34 - SCHOOL RESOURCE OFFICER**

The School Resource Officer assignment which was mutually agreed upon by the parties is hereby incorporated into this agreement as an appendix.

#### **ARTICLE 35 - TERMINATION AND RENEWAL**

This agreement shall be in full force and effect from January 1, 2017, except as otherwise indicated, until December 31, 2020.

**CITY OF CAMAS, WASHINGTON**

**CAMAS POLICE OFFICERS' ASSOCIATION**

By: \_\_\_\_\_  
Scott Higgins, Mayor

By: \_\_\_\_\_  
Henry Scott, Association President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Peter Capell, City Administrator

Date: \_\_\_\_\_

## APPENDIX A

### Effective January 1, 2017 – 4.5%

Position							
	1	2	3	4	5	6	7
Police Sergeant	6606	6802	7006	7215	7434	7656	7883
Police Officer	5583	5752	5924	6102	6285	6474	6667

### Effective January 1, 2018 – 4%

Position							
	1	2	3	4	5	6	7
Police Sergeant	6871	7074	7286	7503	7731	7962	8199
Police Officer	5807	5982	6161	6346	6536	6733	6934

## **APPENDIX B**

### **SCHOOL RESOURCE OFFICER ASSIGNMENT**

1. The Employer and the CPOA agree that the normal assigned work week for the SRO during the school calendar year shall be day shift, Monday through Friday, based on a 5/2 work schedule, not to exceed nine (9) hours per day, inclusive of a one-half (.5) hour paid lunch. The normal shift starting time for the SRO shall be 0700 hours (7:00AM). The normal shift ending time shall be 1600 hours (4:00PM).
2. The SRO work schedule results in the SRO working one (1) hour of overtime each scheduled school work day, in excess of the normal eight (8) hour shift limit of the 5/2 work schedule. This results in the accrual of two hundred and seventy (270) overtime hours (1 hr X 180 school days X 1.5OT) for the SRO over the course of the school calendar year. This calculation is based on the SRO working all scheduled days without using other paid leave (sick, vacation, bereavement, training, compensatory time, administrative leave, etc. Should the SRO miss a scheduled day of work (school day) no overtime accrual would be credited for that day. The Employer and the CPOA agree that overtime accrued by the SRO as listed above (Article 2) may not be submitted by the employee for cash payment.
3. The overtime hours as noted in Section 2 above shall be compensated by twenty-six (26) compensatory days off, coinciding with the number of full-day holiday/student non-attendance days (numbering 26) in the school calendar year as published by the Camas School District in its student attendance calendar. Twenty-six (26) days off would result in the use of two hundred and eight (208) compensatory hours (26 X 8 hrs). School days involving late start or early dismissal times will be worked as a normal full shift by SRO, who shall report to the patrol sergeant for assignment of duties.
4. The accumulation of compensatory time pursuant to this MOU is agreed to as an exception to Article 5.7 of the collective bargaining agreement which limits the accumulation of compensatory time to a maximum of one hundred and two (102) hours. The Employer and the CPOA agree that it will be necessary to establish a separate tracking in the payroll system for compensatory hours earned by the SRO under this agreement, and the SRO will be able to maintain a secondary compensatory time account. The secondary compensatory time account, including the accrual and use thereof, will be guided by Article 5.7 of the CBA. The CPOA agree that all compensatory time accrued pursuant to this agreement, and Article 2 above, shall be used prior to the beginning of the next school year. The SRO shall not be allowed to carry-over compensatory hours earned in one school year to the next school year. This can be

accomplished by the SRO using the remainder of the compensatory hours earned during the summer months.

5. For purposes of calculating paid and compensatory time-off, the SRO work shift will be based on an eight (8) hour day. (e.g., vacation, sick, compensatory time, bereavement leave). Hours worked beyond the normal SRO work schedule will be compensated as standard overtime, guided by Article 5 over the collective bargaining agreement. Extra-duty assignments shall be handled pursuant to the existing extra-duty policy.
6. Compensatory time accrued pursuant to this MOU will be applied to the twenty-six (26) holiday/student non-attendance days for each school calendar year, or the number of scheduled school holidays / non-attendance days, should that number change. The 2007-2008 Camas School District calendar indicated twenty-six (26) school non-attendance days.
7. Vacation and compensatory time off outside of the twenty-six (26) scheduled holidays during the school calendar year will be subject to the pre-approval of the sergeant assigned as the supervisor for the SRO. The SRO may schedule vacation time off at any time, including during the school year. However, the Employer and the CPOA agree that the desired intent is to have the SRO available on school days. To that extent, the SRO is strongly encouraged to take vacation after the end of the school year and before the beginning of the next school year (Summer non-attendance period).
8. Officers assigned as SRO shall be allowed to bid for and obtain vacation during the summer months when school is not in session without having to compete against any other officers. The SRO will bid his/her vacation during the normal vacation bid process, conducted once each year for all CPOA members. Vacation requests submitted by the SRO after the vacation bid process is closed are handled the same as other patrol officers, on a "first come, first served" basis.
9. During the summer break when school is not in session, the SRO will be reassigned to the Patrol Division (day-shift hours), side A or B, or other assignment as mutually agreed upon. Day shift hours are established as either the 6:00AM shift or the 10:00AM shift. The Employer agrees to establish one or the other as the primary shift for the SRO and will make every attempt to reduce the movement between the two throughout the summer months to the degree possible. The CPOA recognize the needs of the Employer to cover vacant shifts caused by other member's absences. Both parties agree that by allowing the SRO only day shift assignments it may force another CPOA employee to be bumped in the work schedule, which may cause a violation of standardized procedure found in Article 4.4. Due to this MOU, a person with more seniority may be moved to another shift to facilitate leaving the SRO on one of the two listed day shifts.

10. Selection of the SRO shall be guided by Camas Police Department policy 2.25.030 and Article 4.4 of the current CBA.
11. This memorandum of understanding shall be considered an addendum to the current CBA, and is entered into pursuant to Chapter 41.56 RCW. Any dispute between the Employer and the CPOA or an employee concerning the interpretation, application, or alleged violation of any term of this Memorandum of Understanding shall be subject to the Grievance Procedure set forth in Articles 18 of the parties' CBA.
12. The normal FLSA work period for the SRO, during the school year, shall be seven (7) days as outlined in the Employee handbook, beginning at 12:01a.m. Monday and ending at 12:00 midnight Sunday of each week. For the period during the summer months when the SRO is assigned back to the 5/4-5/4-5/5 patrol schedule, there shall be a FLSA 28 day work period. A work day is defined as the twenty-four hour period beginning with the start of the employee's shift.
13. Each year, at the conclusion of the school year, the SRO assignment will be reviewed by the Chief of Police. The Chief of Police will consult with the person assigned as the SRO the previous school year to find out if that individual wishes to remain in the assignment another school year. Each year, selection of the SRO is ultimately based on Camas Police Department policy 2.25.030 and Article 4.4 of the current CBA.
14. The Employer and the CPOA recognize that certain extra-curricular events during the school year require the attendance of the SRO, such as football games, basketball games, dances, etc. These events usually take place on times outside of the normal daily work schedule, which is defined above in Article 1. Both parties agree that the SRO daily work schedule may be adjusted for up to 10 work days each school year to account for said events, provided that:
  - a. The events must be established in advance, giving reasonable notice to the SRO of his intended work schedule for the school year. The deadline for establishing the ten (10) event days shall be September 10<sup>th</sup> of each year. Changes to the ten (10) days of pre-established extra-curricular events, after Sept. 10<sup>th</sup>, may only be made by mutual agreement. Should an event be cancelled, the SRO will report to the patrol sergeant for duties that would fulfill the remainder of the normal nine (9) hour day.
  - b. The SRO shift start and ending times for extra-curricular events may be either 11:00AM until 8:00PM, 1:00PM to 10:00PM, or 2:00PM to 11:00PM. Shift start and ending times other than listed here will be only by mutual agreement.